

RETURN DATE: JULY 16, 2019	:	SUPERIOR COURT
	:	
SIGMUND ANDERMAN,	:	JUDICIAL DISTRICT OF
	:	STAMFORD/NORWALK
Plaintiff,	:	
	:	AT STAMFORD
VS.	:	
	:	
JAMES SALEH, JENA GARDNER, and JG	:	
WORLDWIDE LLC,	:	
	:	
Defendants.	:	

**WRIT, SUMMONS, AND DIRECTION FOR ATTACHMENT**

To Any Proper Officer:

By authority of the State of Connecticut, you are hereby commanded, in accordance with the accompanying Prejudgment Remedy Order dated June \_\_, 2019 (the "Order"), to attach to the value of \$1,200,000.00, the goods and estate of defendants James Saleh, Jena Gardner and JG Worldwide LLC (collectively "Defendants"), by serving a true and attested copy of this writ and copy of the accompanying Complaint and Order upon Defendants and taking into possession the goods and estate of Defendants.

Hereof fail not, but due service and return make.

Dated at Stamford, Connecticut this \_\_th day of July 2019.

Commissioner of the Superior Court

**SUMMONS - CIVIL**

JD-CV-1 Rev. 4-16

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,  
52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13**STATE OF CONNECTICUT  
SUPERIOR COURT**

www.jud.ct.gov

**See other side for instructions**

- ☐ "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- ☒ "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- ☐ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350) <b>123 Hoyt Street, Stamford CT 06905</b>		Telephone number of clerk (with area code) ( )	Return Date (Must be a Tuesday) <b>July 16, 2019</b> Month Day Year
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session	<input type="checkbox"/> G.A. Number: <b>Stamford</b>	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349) <b>Stamford</b>	Case type code (See list on page 2) Major: <b>C</b> Minor: <b>90</b>

**For the Plaintiff(s) please enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) <b>Christopher M. Cerrito, Holland &amp; Knight LLP, One Stamford Plaza, 263 Tresser Blvd., Stamford CT</b>		Juris number (to be entered by attorney only) <b>413191</b>
Telephone number (with area code) <b>(203) 905-4537</b>	Signature of Plaintiff (If self-represented)	
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Email address for delivery of papers under Section 10-13 (if agreed to) <b>christopher.cerrito@hklaw.com</b>

Number of Plaintiffs: **1** Number of Defendants: **3** ☐ Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: <b>Sigmund Anderman</b> Address: <b>611 Washington Street, Apt. 2101, San Francisco, CA 94111</b>	P-01
Additional Plaintiff	Name: <b>James Saleh</b> Address: <b>282 North Avenue, Westport, CT 06880</b>	P-02
First Defendant	Name: <b>Jenna Gardner</b> Address: <b>282 North Avenue, Westport, CT 06880</b>	D-01
Additional Defendant	Name: <b>JG Worldwide, LLC</b> Address: <b>594 Broadway, #1001, New York, NY 10012; also, Westport, CT</b>	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

**Notice to Each Defendant**

- 1. YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
- To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
- If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at [www.jud.ct.gov](http://www.jud.ct.gov) under "Court Forms."
- If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at [www.jud.ct.gov](http://www.jud.ct.gov) under "Court Rules."
- If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)	<input type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left	Date signed
----------------------------------	---	--------------------------------	-------------

If this Summons is signed by a Clerk:

- The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only	
File Date	
Docket Number	

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date	Docket Number
---	-------------------------------------	------	---------------

## Instructions

1. Type or print legibly; sign summons.
2. Prepare or photocopy a summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or more than 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. Do not use this form for the following actions:

- (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters)
- (b) Summary Process actions
- (c) Applications for change of name
- (d) Probate appeals
- (e) Administrative appeals

- (f) Proceedings pertaining to arbitration
- (g) Any actions or proceedings in which an attachment, garnishment or replevy is sought
- (h) Entry and Detainer proceedings
- (i) Housing Code Enforcement actions

### ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at [www.jud.ct.gov/ADA](http://www.jud.ct.gov/ADA).

## Case Type Codes

Major Description	Codes Major/Minor	Minor Description	Major Description	Codes Major/Minor	Minor Description
<b>Contracts</b>	C 00	Construction - All other	<b>Property</b>	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 90	All other
	C 90	All other	<b>Torts (Other than Vehicular)</b>	T 02	Defective Premises - Private - Snow or Ice
<b>Eminent Domain</b>	E 00	State Highway Condemnation		T 03	Defective Premises - Private - Other
	E 10	Redevelopment Condemnation		T 11	Defective Premises - Public - Snow or Ice
	E 20	Other State or Municipal Agencies		T 12	Defective Premises - Public - Other
	E 30	Public Utilities & Gas Transmission Companies		T 20	Products Liability - Other than Vehicular
	E 90	All other		T 28	Malpractice - Medical
<b>Miscellaneous</b>	M 00	Injunction		T 29	Malpractice - Legal
	M 10	Receivership		T 30	Malpractice - All other
	M 20	Mandamus		T 40	Assault and Battery
	M 30	Habeas Corpus (extradition, release from Penal Institution)		T 50	Defamation
	M 40	Arbitration		T 61	Animals - Dog
	M 50	Declaratory Judgment		T 69	Animals - Other
	M 63	Bar Discipline		T 70	False Arrest
	M 66	Department of Labor Unemployment Compensation Enforcement		T 71	Fire Damage
	M 68	Bar Discipline - Inactive Status		T 90	All other
	M 70	Municipal Ordinance and Regulation Enforcement	<b>Vehicular Torts</b>	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30		V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 83	Small Claims Transfer to Regular Docket		V 05	Motor Vehicles* - Property Damage only
	M 84	Foreign Protective Order		V 06	Motor Vehicle* - Products Liability Including Warranty
	M 90	All other		V 09	Motor Vehicle* - All other
<b>Housing</b>	H 10	Housing - Return of Security Deposit		V 10	Boats
	H 12	Housing - Rent and/or Damages		V 20	Airplanes
	H 40	Housing - Audita Querela/Injunction		V 30	Railroads
	H 50	Housing - Administrative Appeal		V 40	Snowmobiles
	H 60	Housing - Municipal Enforcement		V 90	All other
	H 90	Housing - All Other			*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.
			<b>Wills, Estates and Trusts</b>	W 10	Construction of Wills and Trusts
				W 90	All other

RETURN DATE: JULY 16, 2019	:	SUPERIOR COURT
	:	
SIGMUND ANDERMAN,	:	JUDICIAL DISTRICT OF
	:	STAMFORD/NORWALK
Plaintiff,	:	
	:	AT STAMFORD
VS.	:	
	:	
JAMES SALEH, JENA GARDNER, and JG	:	
WORLDWIDE LLC,	:	
Defendants.	:	

### COMPLAINT

Plaintiff Sigmund Anderman, by his undersigned counsel, hereby alleges the following causes of action against defendants James Saleh, Jena Gardner and JG Worldwide LLC (collectively "Defendants") and states as follows:

#### **FIRST COUNT (Fraud)**

1. Plaintiff Sigmund Anderman ("Mr. Anderman") is a resident of San Francisco, California.
2. Defendant Jena Gardner ("Gardner") resides at 282 North Avenue, Westport, Connecticut, and she is the President and Chief Executive Officer of defendant JG Worldwide LLC.
3. Defendant James Saleh ("Saleh") resides at 282 North Avenue, Westport, Connecticut, and he is the Chief Financial Officer of defendant JG Worldwide LLC.
4. Upon information and belief, Defendants Gardner and Saleh are married to each other.

5. JG Worldwide, LLC (“JG Worldwide”) is a Delaware limited liability company with numerous offices, including, upon information and belief an office located in Westport, Connecticut.

6. Upon information and belief, Gardner and Saleh jointly own JG Worldwide.

7. As described more fully below, Gardner and Saleh, both individually and as agents for JG Worldwide, engaged in a pattern of misrepresentations and concealment intended to defraud Mr. Anderman such that to adhere to the fiction of separate corporate existence between Defendants would serve to sanction fraud and promote injustice.

8. On or about July 2018, Mr. Anderman contacted Defendants JG Worldwide, formerly known and currently doing business as Heritage Tours, to make travel arrangements for his family to have a private tour of southern and eastern Africa for a safari to occur on June 19 through July 5, 2019 (the “African Safari”).

9. At all relevant times, Defendants purported to be and held themselves out to the public as providers of luxury travel services. Specifically, Defendants claim to specialize in bespoke private vacations to select domestic and international destinations, including Morocco, Spain, Portugal, Greece, Israel, Jordan, Turkey, and Africa.

10. On September 12, 2018, Defendants provided Mr. Anderman with a written proposal for his African Safari, including a “final itinerary” and an invoice for the two-week vacation totaling approximately \$300,000.

11. On September 13, 2018, Mr. Anderman paid Defendants by credit card a deposit of \$77,535 for his African Safari.

12. Defendants acknowledged receipt and payment by Mr. Anderman of the deposit for the African Safari.

13. Defendants intentionally misrepresented to Mr. Anderman that they had a vast network of connections in Africa and were capable of booking private tours with these local “ground operators” to provide luxury travel services.

14. Defendants intentionally failed to disclose to, and purposefully concealed from, Mr. Anderman that at the time he contacted them to plan the African Safari, Defendants were already in default of their financial obligations to the very same African ground operators who were to arrange Mr. Anderman’s private tour and coordinate the African Safari.

15. Defendants failed to apply Mr. Anderman’s \$77,535 deposit toward the African Safari and they never paid the African ground operators to secure his private tour and the accommodations for the African Safari.

16. On March 18, 2019, Defendants sent Mr. Anderman his “confirmed itinerary” and requested that he pay the balance due of \$223,065 for the African Safari.

17. Mr. Anderman relied upon the “confirmed itinerary” he received from Defendants, and he reasonably believed that they had made the necessary and appropriate arrangements for his African Safari.

18. On March 18, 2019, Mr. Anderman directed full payment to Defendants of \$223,065.

19. On March 27, 2019, Defendants acknowledged receipt and payment from Mr. Anderman of the full payment for the African Safari.

20. Defendants failed to apply Mr. Anderman’s \$223,065 payment toward the African Safari, and they never paid the African ground operators to secure his private tour and the accommodations for the safari.

21. On May 10, 2019, Defendants falsely represented to Mr. Anderman that his African Safari was proceeding as scheduled. Specifically, Saleh sent an email to Mr. Anderman stating "I have heard a lot from Cameron about your trip and we are excited to be operating this for you and your family."

22. At the time he made this statement, Saleh knew that the African ground operators had already terminated their relationship with Defendants due to Defendants' ongoing financial default.

23. On May 24, 2019 – less than one month before the planned African Safari was to take place – Mr. Anderman received an email directly from an African ground operator notifying him that the African Safari was cancelled for non-payment. This was the first time Mr. Anderman was notified that Defendants had not, in fact, used the \$300,000 Mr. Anderman paid them to book the African Safari.

24. According to the African ground operators, beginning on June 29, 2018, Defendants had promised to make three installment payments to cure their financial defaults. The African ground operators stated, however, that Defendants failed to make the promised installment payments, and they remained in default of their financial obligations to the African ground operators.

25. Furthermore, according to the African ground operators, on October 18, 2018, Defendants further promised to make bi-monthly installments of \$50,000 to cure their financial defaults. Again, Defendants failed to make the promised payments to the African ground operators.

26. Finally, according to the African ground operators, on February 1, 2019, Defendants made a third promise to make monthly installment payments of \$75,000 to cure their

financial defaults. But, Defendants failed to make the promised payments to the African ground operators.

27. As a result of Defendants' ongoing financial default and repeated failures to cure, the African ground operators advised Defendants that they would not recognize Defendants' tour bookings and that all pending travel arrangements were cancelled.

28. Before May 24, 2019, Mr. Anderman had never had any prior contact with the African ground operators, and he immediately telephoned Defendants to confirm his African Safari. Defendants did not return Mr. Anderman's repeated phone calls.

29. When Defendants refused to return Mr. Anderman's calls, Mr. Anderman emailed Saleh on May 29, 2019 and demanded an explanation and confirmation that his African Safari would proceed as scheduled and for which Mr. Anderman paid. In response, Saleh sent an email to Mr. Anderman stating "We are getting this straighten out so that you can enjoy this trip. I will revert shortly as I am awaiting feedback from one of the ground operators. I will advise shortly but believe me we are taking all necessary steps to correct the issue."

30. On May 30, 2019, Mr. Anderman, by and through counsel, formally demanded that Defendants immediately refund \$300,000 for the cancelled African Safari.

31. Defendants did not respond to Mr. Anderman's counsel, and Defendants have not refunded any monies to Mr. Anderman. Instead, Saleh continued to promise Mr. Anderman directly that the African Safari would proceed.

32. Specifically, Saleh sent emails to Mr. Anderman on May 30, June 1 and June 5 claiming that he was working out the travel arrangements and promising to confirm the African Safari as soon as possible.



33. Despite repeated assurances and promises, Defendants never confirmed the African Safari.

34. Defendants knowingly made repeated false statements to, and concealed material information from, Mr. Anderman to induce him to pay in excess of \$300,000 for an African Safari that Defendants knew they could not deliver.

35. Within weeks of their departure for their long-planned African Safari, Mr. Anderman and his family learned that their trip had been cancelled because Defendants never paid the African ground operators to secure and confirm the African Safari.

36. Mr. Anderman relied upon Defendants' statements, and he was harmed as a result.

37. Mr. Anderman is entitled to damages, including but not limited to the refund of \$300,000 together with all out-of-pocket expenses associated with re-booking the African Safari including but not limited to attorneys' fees.

**SECOND COUNT (Conversion)**

38. Plaintiff repeats and realleges the allegations contained in paragraphs 1 to 37 above and incorporates same as if fully set forth herein.

39. Mr. Anderman has a possessory right and interest in the monies he paid to Defendants for the African Safari.

40. Defendants knowingly obtained and induced payment from Mr. Anderman of \$300,000 for the African Safari but repeatedly failed to make payments to the African ground operators to secure his private tour and the accommodations for the safari.

41. Defendants converted the assets of Mr. Anderman when they obtained payment from him and then deprived him of the funds and the benefits for which he bargained – the African Safari.

42. Defendants are liable to Mr. Anderman for the refund of \$300,000 together with all out-of-pocket expenses associated with re-booking the African Safari including but not limited to attorneys' fees.

43. Furthermore, Defendants conscious, willful, wanton and malicious conduct entitles Mr. Anderman to an award of punitive damages in an amount to be determined at trial.

### **THIRD COUNT (Civil Theft)**

44. Plaintiff repeats and realleges the allegations contained in paragraphs 1 to 43 above and incorporates same as if fully set forth herein.

45. Defendants, with intent to appropriate Mr. Anderman's property to themselves instead of paying to the African ground operators the costs of the African Safari, obtained and accepted payment from Mr. Anderman of \$300,000 through deceptive means and then used the monies for their own purposes without applying them to the African Safari.

46. Said acts constitute civil theft, for which Defendants are liable to Mr. Anderman for treble his damages, pursuant to Conn. Gen. Stat. §52-564 including the refund of \$300,000 together with all out-of-pocket expenses associated with re-booking the African Safari and attorneys' fees and costs.

### **FOURTH COUNT (Connecticut Unfair Trade Practices Act)**

47. Plaintiff repeats and realleges the allegations contained in paragraphs 1 to 46 above and incorporates same as if fully set forth herein.

48. The above-described acts committed by Defendants constitute unfair and deceptive acts within the meaning of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §42-110a et seq. ("CUTPA").

49. Defendants violated CUTPA by repeatedly intentionally misrepresenting to Mr. Anderman that they had confirmed his African Safari and intentionally, by concealing from Mr. Anderman that Defendants were in default of their financial obligations to the African ground operators, and by failing to refund the monies Mr. Anderman paid when the African Safari was cancelled.

50. Saleh directly participated in the wrongful conduct by repeatedly intentionally making false statements to Mr. Anderman that the African Safari would proceed as scheduled, knowing meanwhile that Defendants had not and would not pay the African ground operators.

51. Gardner, by virtue of her ownership position and day-to-day involvement in JG Worldwide had the ability to control Defendants' misrepresentations and control Defendants' default in their financial obligations to the African ground operators.

52. Mr. Anderman has suffered an ascertainable loss on account of Defendants' violations of CUTPA. Specifically, Mr. Anderman paid for an African Safari which he did not receive and incurred additional cost and expense attempting to rebook the travel arrangements.

53. Defendants' systematic conduct is oppressive and undertaken without regard to the rights of consumers, especially Mr. Anderman and his family.

54. Mr. Anderman is entitled to his actual damages for Defendants' violations of CUTPA pursuant to Conn. Gen. Stat. §42-110g and, in the discretion of the Court, punitive damages, attorney's fees and costs pursuant to Conn. Gen. Stat. §42-110g.

55. Because Saleh and Gardner each either directly participated in the wrongful conduct, or by virtue of their ownership position and day-to-day involvement in JG Worldwide, had the ability to control the wrongful conduct, each is individually liable under CUTPA.

56. As required by CUTPA §42-110d, a copy of this Complaint is being sent to the Connecticut Attorney General and the Connecticut Commissioner of Consumer Protection.

**FIFTH COUNT (Breach of Contract)**

57. Plaintiff repeats and realleges the allegations contained in paragraphs 1 to 56 above and incorporates same as if fully set forth herein.

58. Plaintiff and Defendants entered into an agreement for provision of travel services relating to the African Safari.

59. Mr. Anderman made full payment to Defendants for the African Safari.

60. Defendants breached the agreement by failing to provide the agreed travel services relating to the African Safari.

61. Mr. Anderman has made numerous demands upon Defendants to abide by the terms of the agreement, including requesting that Defendants refund all monies that he paid them for the African Safari

62. As a result of the foregoing conduct of Defendants, Mr. Anderman has suffered and continues to suffer damages, lost interest and attorneys' fees and costs.

**SIXTH COUNT (Unjust Enrichment)**

63. Plaintiff repeats and realleges the allegations contained in paragraphs 1 to 62 above and incorporates same as if fully set forth herein.

64. At all relevant times, Defendants benefited from payments obtained and received from Mr. Anderman for his African Safari.

65. Mr. Anderman conferred substantial and valuable benefits on Defendants including, but not limited to, payment of \$300,000 for an African Safari that Defendants failed to provide.

66. Defendants accepted the payments and enjoyed the benefits thereof under circumstances in which Defendants reasonably knew that Mr. Anderman expected to receive in exchange for such payments a confirmed African Safari that they could not and did not deliver.

67. Despite the fact that the African Safari was cancelled through no fault of Mr. Anderman, Defendants have failed, neglected, and unjustly refused to promptly return and refund to Mr. Anderman the full amounts he paid for services not performed and goods not delivered in accordance with the agreement.

68. The conduct of Defendants in failing to refund Mr. Anderman for the benefits they received from Mr. Anderman constitutes unjust enrichment to Defendants to the detriment of Mr. Anderman.

69. Equity and good conscience require full restitution of the monies received by Defendants.

70. As a result of the foregoing conduct of Defendants in failing to refund Mr. Anderman, he has suffered and continues to suffer damages, and he is entitled to an award in an amount to be determined at trial.

#### **PRAYER FOR RELIEF**

WHEREFORE, Mr. Anderman seeks the following relief:

1. Compensatory damages in amount to be proved at trial but not less than \$300,000;
2. Treble damages pursuant to Conn. Gen. Stat. §52-564
3. Punitive damages pursuant to CUTPA;
4. Attorneys' fees and costs pursuant to CUTPA;

5. Attorney's fees pursuant to Conn. Gen. Stat. §42-150bb; and
6. Such other and further legal and equitable relief as the Court deems necessary and proper.

PLAINTIFF,  
SIGMUND ANDERMAN

By \_\_\_\_\_  
Christopher M. Cerrito  
Holland & Knight LLP  
One Stamford Plaza  
263 Tresser Boulevard, Suite 1400  
Stamford, Connecticut 06901  
Telephone: (203) 905-4537  
Email: [chris.cerrito@hklaw.com](mailto:chris.cerrito@hklaw.com)  
Juris No. 413191

and

Sean C. Sheely  
Sheila (Qian) Shen  
Holland & Knight LLP  
31 West 52<sup>nd</sup> Street  
New York, New York 10019  
Telephone: (212) 513-3200  
Email: [sean.sheely@hklaw.com](mailto:sean.sheely@hklaw.com)  
Email: [qian.shen@hklaw.com](mailto:qian.shen@hklaw.com)